

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400219

PRINT DATE: 11/13/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1900190209
KEEPIN IT COOL
3173 ST PETERS CHURCH RD
WALDORF, MD 20601
(240) 299-5925

REFER QUESTIONS TO:

GWENDOLYN HUDSON
(410) 767-7662
GWENDOLYN.HUDSON@DGS.STATE.MD.US

ITB: 001IT819649

EXPR DATE: 06/30/18
POST DATE: 11/12/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 192,940.50

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY FUNDING:

AGENCY	FFY	PCA	FUND	AOBJ	AMOUNT & %
LOO	15	13409	0009	0904	\$27,916.50-13%
LOO	16	13409	0009	0904	\$55,008.00-29%
LOO	17	13409	0009	0904	\$55,008.00-29%
LOO	18	13409	0009	0904	\$55,008.00-29%

RETAIN SECTIONS A, B, C, AND D FOR FUTURE REFERENCE.

VENDOR CONTACT: MICHAEL LACINY AT 240-299-5925
KEEPINITCOOL@YMAIL.COM

AGENCY CONTACT: RODNEY JONES AT 410-841-5919
RODNEY.JONES@MARYLAND.GOV

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	93610	MO	192,940.5000

AIR CONDITIONING, HEATING, AND VENTILATION EQUIPMENT

CONTRACTOR SHALL PROVIDE PREVENTIVE AND REPAIR MAINTENANCE SERVICE AND EMERGENCY SERVICE FOR THE HVAC/ATC MECHANICAL SYSTEM, INCLUDING ALL OF ITS OPERATING, DISTRIBUTING AND CONTROLLING COMPONENTS AT THE MARYLAND DEPARTMENT OF AGRICULTURE HEADQUARTER COMPLEX LOCATED AT 50 HARRY S. TRUMAN PARKWAY, ANNAPOLIS, MD 21401 FOR A FORTY-TWO (42) MONTH PERIOD BEGINNING JANUARY 1, 2015 THROUGH JUNE 30, 2018.

THESE SYSTEMS SHALL BE MAINTAINED AT OPTIMUM EFFICIENCY IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS, THE SPECIFICATIONS HEREIN AND HOURLY ENGINEERING PRACTICES.

MONTHLY BILLING RATE = \$4,584.00

HOURLY BILLING RATE = \$120.00

HOURLY BILLING RATE = \$45.00

HOURLY BILLING RATE = \$180.00

HOURLY BILLING RATE = \$57.50

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 90-0190209

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

4392593
LICENSE NUMBER

APRIL 21, 2015
DATE OF EXPIRATION

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

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TERMS (cont'd):

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY
BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

MDOT'S MBE CERTIFICATION NUMBER

***** LAST PAGE *****

AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

11-14-14

SECTION C - SPECIFICATIONS
Maryland Department of Agriculture - Headquarters Complex
HVAC Maintenance
Solicitation #: 001IT819649 / MDDGS310316852
Small Business Preference Solicitation

1. GENERAL INFORMATION

- 1.1. This ITB has been issued by:

Gwendolyn Hudson, Procurement Officer
Maryland Department of General Services
Email – gwendolyn.hudson@maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

- 1.2. This ITB is to be read and construed as a whole.
- 1.3. Prospective Bidders who have received this document from a source other than eMaryland Marketplace <https://emaryland.buyspeed.com> or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this ITB can be sent to them.
- 1.4. Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid.
Bidders shall not change or alter any Attachment or alter any other State attachments or the Bid will be rejected.
- 1.5. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, shall direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
- 1.6. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. **PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS**

ITB. DGS is not responsible for notifying Bidders of amendments to the ITB other than by posting amendments on eMaryland Marketplace.

- 1.7 Small and Minority Business Enterprises are encouraged to respond to this solicitation.

2 DEFINITIONS

OWNER	As used herein, shall mean the Maryland Department of Agriculture (MDA)
BUILDING	The Headquarters Complex
CONTRACTOR	As used herein, shall mean the Contractor hired by the Owner to maintain and provide services as described herein theses Specifications who shall be responsible for all management, and its personnel performing under this Contract.
CONTRACT ADMINISTRATOR	The Contract Administrator for the contract shall be Rodney Jones or designee. After the contract award all questions shall be referred to Mr. Jones or designee. Mr. Jones may be contacted at 410-841-5919. In the event of a dispute Mr. Jones shall be the point of contact.
BUILDINGS' / FACILITIES MANAGER	The Regional Manager for the contract shall be Rodney Jones or designee. After the contract award all questions regarding the facilities shall be referred to Mr. Jones or designee. Mr. Jones may be contacted at 410-841-5919.

SECTION C - SPECIFICATIONS
Maryland Department of Agriculture - Headquarters Complex
HVAC Maintenance
Small Business Preference Solicitation
001IT819649 / MDDGS310316852

1. SCOPE OF WORK

- a. The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, insurance and permits necessary to provide full service routine preventive and repair maintenance service and emergency service for the HVAC/ATC mechanical system, including all of its operating, distributing and controlling components. These systems shall be maintained at optimum efficiency in accordance with manufacturers' recommendations, the specifications herein and good engineering practices.

- b. The Headquarters Complex consists of the following buildings:

Administration and Laboratory Wing	126,800 sq. ft.
Motor Pool and Greenhouse	51,011 sq. ft.
TOTAL GROSS AREA	177,811 sq. ft.

Maintenance contract services shall cover all HVAC and ATC mechanical systems in all buildings of the Headquarters Complex, unless specifically excluded in these specifications.

- c. Section 17 of this Specification contains a list of major HVAC and ATC equipment which is representative of the types and sizes of equipment to be serviced. The list is not intended to be all inclusive and any omission of an HVAC or ATC system component on the list does not relieve the Contractor from responsibility to service the component or the complete system.

2. TERM OF CONTRACT

This contract shall be for a period of forty-two (42) months beginning on January 1, 2015 and ending on June 30, 2018.

3. PRE BID CONFERENCE / SITE VISIT

Attendance at the Pre Bid Conference is not mandatory, however, prior to submitting their bid, each bidder is encouraged to attend the scheduled pre-bid conference or site visit to examine the facility and familiarize themselves with the full nature and extend of the work to be done. The bidder will obtain for themselves all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. It is the sole

responsibility of the bidder to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site and become familiar with the conditions and requirements affecting the work will not relieve the Contractor from the provisions of the contract and from completing the work for the consideration set forth.

A tour of the various sites will be conducted immediately following the meeting. However, to ascertain that the bid price represents the scope of work identified in the bid document, prior to bid opening, bidders will be allowed a full day to visit the facility to inspect the specific condition of the equipment, familiarize himself/herself with the nature and extent of the work, and obtain answers to questions about or clarification of this contract requirements. For more site visit information, contact the Maintenance Supervisor at (410) 841- 5917.

The site visit is scheduled for Tuesday, October 7, 2014 at 10:00 a.m., at the Headquarters Complex, 50 Harry S Truman Parkway, Annapolis, Maryland 21401. All bidders should report to the maintenance office.

4. **QUALIFICATIONS OF BIDDERS AND DETERMINATION FOR RESPONSIBILITY:**

- a. Unless stated elsewhere in the solicitation package, the minimum qualifications for award for this solicitation are as follows: The Contractor shall have a minimum of five (5) years of successful business experience in providing full service maintenance of HVAC/ATC mechanical systems in comparable, scope, size, magnitude, and design to the systems located in the Headquarters Complex. The Maintenance Mechanic must have a minimum documented experience of three (3) years on any equipment being repaired or serviced. This individual must provide references for their contracting company as well as the maintenance mechanic.
- b. References substantiating this experience must be provided timely upon request by the Procurement Officer.

The Bidder shall submit online with the bid response on the Company Profile five (5) references of companies or organization for which the Bidder provided services in scope, type, size, magnitude and complexity comparable to those specified in this Specification. Each reference must include:

- a. Name and complete address of business or company
- b. Name of the contact person, email address, and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)
- e. Type of services provided
- f. Names of supervisory personnel who will perform under the contract,

- g. specifying the length and type of experience of each such personnel
Contract value

- A. Information provided on resumes will be verified, as well as any applicable licenses. In addition, the contractor's information will be sent to Maryland Assessments and Taxation for verification that he/she is cleared of any issues of non-payment and the company is in good standing. It will be the Bidder's responsibility to timely clear any outstanding issues upon notification.
- C. Further, if this solicitation does not carry an MBE goal and the Bidder failed to attend the pre-bid or site visit prior to bidding, the Bidder will be required to visit the site in order to confirm that their bid is in accordance with the terms, conditions and specifications. The State Agency is not responsible to meet the Bidder's schedule. In order to be considered for award, the Bidder must attend the site visit at the available schedule of the State Agency Point of Contact within five (5) working days of notification by the Procurement Officer.
- D. References will be contacted. Only prior contract work that can be substantiated may be used for a responsibility determination. The Procurement Officer is not responsible for incorrect or outdated email addresses, phone numbers or references that fail to respond within three (3) business days.
- E. All requirements above must be met in the time limit provided by the Procurement Agent. Unreasonable failure to supply information promptly in connection with a determination of responsibility is grounds for rejection of the Bidder as not responsible. See COMAR 21.06.01.01 B. (1).
- F. **COMMUNICATION:**
The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer or designee within 24 hours will jeopardize a Bidder's determination of responsibility and the bid may be rejected. Once the contract is awarded, failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time may render the contract subject to termination for cause.

5. REQUIREMENTS OF THE BIDDER:

- a. The Contractor shall provide to the DOA a list of the Contractor's employees, including the mechanics and supervisory personnel, who will perform under the contract indicating the length and type of experience of each person.
- b. The Contractor shall comply with licensing regulations of the Department of Labor, Licensing and Regulations pursuant to Title 9A of the Business Regulation

Article, Annotated Code of Maryland.

- (1) The contractor shall be a Maryland licensed HVACR Master or Master Restricted Contractor who is qualified in the areas of work specified herein.
 - (2) The Contractor shall employ only individuals who hold valid licenses issued by the State HVACR Board to provide, or assist in providing, HVACR services as specified, throughout the term of the contract. No sub-contracting will not be allowed.
 - d. It will be the responsibility of the Contractor's service personnel to log in and out at the Security Desk at each building each time he or she visits the site for either a routine or emergency service check. An itemized ticket indicating the work accomplished will be left with the Maintenance Supervisor after each visit. The itemized ticket must be detailed to include location, a minimum crew provided, number of hours provided, and work accomplished. The itemized ticket must be signed by the Maintenance Supervisor or designee.
 - e. All workers and staff of the Contractor shall have an identification badge issued by the facility before they are permitted to work in the facility. This badge must be shown to security officials each time an individual enters or leaves the facility. Individuals without the proper identification badge will not be granted admission into the facility. The State shall bear no responsibility for delay claims due to an inadequate work force.
 - f. All workers and staff of the Contractor who will be working within the facility may be subject to a security background check. The Contractor shall submit a list of all workers and staff of the Contractor who will be working within the facility. Based on the security background check, the facility may prohibit any individual person from working on the project. There is no fee for this security background check.
 - g. Contractors will not be paid for any repairs, services performed or parts provided by the contractor, a subcontractor or the manufacturer's representative without **"prior written authorization"** from the Maintenance Supervisor or his designee.
6. **WORK TO BE PERFORMED BY THE CONTRACTOR:**
- a. The Contractor shall perform full service routine of preventive maintenance, repair and emergency maintenance service to the HVAC/ATC mechanical systems, including all of its operating, distributing and controlling components, to ensure the continual, dependable operations of the HVAC/ATC mechanical systems and all integral, supplemental systems throughout the facilities of the

Headquarters Complex. All repairs and servicing shall meet or exceed the manufacturers specifications for HVAC/ATC, cooling, heating, water heating, and water treatment equipment throughout the facilities of the Maryland Department of Agriculture Headquarters Complex.

- b. The Contractor shall develop and conduct a routine preventive maintenance and repair program consisting of systematic inspections, detections and corrections that will improve the equipment by preventing excess depreciation and impairment. Manufacturers' recommended maintenance procedures and good industry practices should also be incorporated into the development and performance of the routine preventive and repair maintenance program.
- c. Contract services shall ensure dependable and cost-effective operation of the HVAC/ATC mechanical operating, distributing and water treating systems components and all components of the pneumatic automatic temperature controls system that interfaces with the HVAC/ATC mechanical system. A written outline of the seasonal routine preventive and repair maintenance program shall be submitted to the MDA maintenance supervisor within the first thirty days of the contract term.

7. MAINTENANCE SERVICE SCHEDULE:

- a. The Contractor shall perform all repair and preventive maintenance in accordance with the manufacturers' specifications and industry standard trade practices. Routine preventive maintenance and repairs shall be performed during regular work hours, 7:30 a.m. to 4:00 p.m.
- b. The Contractor shall respond to emergency service calls within two (2) hours after notification of an emergency condition. Emergency repairs shall be made expeditiously so that the HVAC systems are not out of service for a period of more than twenty-four (24) hours.
- c. Within 30 calendar days of the effective date of the contract, the Contractor shall submit a routine preventive maintenance schedule, based on a monthly service program cycle, to be approved by the maintenance supervisor, Headquarters Complex. The routine preventive maintenance schedule shall ensure that work is performed monthly and that equipment and systems are ready for the respective operating season.

8. PREVENTIVE MAINTENANCE

- a. Preventive maintenance is defined as periodically scheduled routine work to provide systematic adjusting, cleaning, minor repairing, testing and inspecting equipment to reduce or avoid service interruption and to obtain optimum operating efficiency and maximum life expectancy of equipment. Preventive maintenance includes developing and recording equipment and system

performance and inspection data for operational analysis and anticipated corrective action. Preventative Maintenance includes all labor and parts paid by the contractor.

- b. Seasonal preventive maintenance of all HVAC/ATC systems components shall be performed in preparation for the heating season with all related maintenance service work to be completed no later than the end of October, and in preparation for the cooling season with all related maintenance work to be completed no later than the end of March.
- c. Preventive maintenance shall be scheduled to be performed routinely and shall include, but is not limited to, the following service procedures:
 - 1. Each supply air compressor shall be completely inspected and all necessary cleaning, adjustment and repair shall be performed. Each air compressor shall be checked for pressure settings, belt tightness and wear, operating cycle time, presence of moisture and proper safety valve operation. Oil shall be changed and all necessary repairs and adjustments shall be made to maintain the equipment in proper and dependable working conditions. The compressor motor shall be maintained and serviced in accordance with manufacturer's recommendations.
 - 2. A complete check of each air reducing station and air filter assembly shall be performed, including moisture drainage, cleaning, filter replacing and adjusting air reducing valves to proper settings.
 - 3. Each air dryer and accessories shall be completely checked for proper and dependable cooling cycle operation.
 - 4. All humidistats and thermostats, valve top thermostats, remote bulb thermostats, electric thermostats, firestats, freezestats, mixing box valves and operators, etc. shall be checked and calibrated for proper setting and checked for presence of moisture or oil, control port and seat alignment, response of capillaries and general operation. These devices shall be disassembled, repaired or replaced as necessary to ensure efficient and dependable operation.
 - 5. All automatic temperature control valves shall be inspected for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms and shall be cleaned, lubricated, repaired and adjusted as necessary. Servicing shall include repacking, rediscing and reseating to correct leaks as necessary.
 - 6. All automatic temperature control damper operators shall be checked, cleaned and lubricated. All damper bearings and linkages shall be

- lubricated and adjusted for correct design position and operation.
7. All dampers shall be checked for tight closure and adjusted for proper operation. Dampers shall be cleaned and lubricated routinely.
 8. All associated equipment control devices, such as time programmer, air valves, electric switches, pressure switches, electric contractors, static pressure controllers, transmission receiving devices, etc., shall be inspected and serviced as necessary to ensure proper and dependable system operation.
 9. Control air piping or control electric wiring shall be repaired or replaced as necessary to maintain proper system operation.
- d. Inspections and preventive maintenance of heating, ventilating and air-conditioning system components shall be scheduled and performed so that all equipment is serviced, at a minimum, on a routine monthly basis.
1. The Contractor shall perform maintenance of the chillers and associated equipment and the self-contained units in all mechanical rooms, roof-top air-conditioning units. This maintenance services shall be performed during the off-cooling season and all units shall be operable for summer cooling mode or at other times as required to perform normal operations within the Headquarters Complex.
 2. Condenser coils shall be acid cleaned once yearly as part of each seasonal inspection and service program.
 3. The Contractor shall be responsible for performing routine filter cleaning and replacing, lubricating and other routine maintenance as recommended by the respective equipment manufacturer. The Contractor shall also be responsible for providing all supplies and materials necessary to perform routine maintenance. All replacement filters shall be changed routinely every six (6) months, or more frequently if conditions warrant, and replaced with pleated filter elements, except preheat coil filters.
 4. Preheat coils shall be cleaned annually and filters shall be replaced with regular filter elements as frequently as conditions warrant, or every six (6) months, whichever is the least time interval between replacement.
 5. The Contractor shall be responsible for performing off-heating season cleaning and routine maintenance of package boilers. All maintenance and service to the boilers, including pressure vessel inspection/certification, shall be performed by the Contractor. The units

shall be maintained in proper and dependable operating condition to ensure favorable inspection and certification.

6. The Contractor shall be responsible for full service preventive and repair maintenance of electrically fired, gas fed unit heaters.
 7. The Contractor shall be responsible for full service preventive and repair maintenance of air handling units and exhaust fans throughout the Headquarters Complex.
 8. The Contractor shall be responsible for full service preventive and repair maintenance of electric hot water heaters and gas hot water heater. All hot water heaters shall be flushed annually.
 9. The Contractor shall be responsible for full service preventive and repair maintenance of humidifiers, cabinet heaters, air separators, expansion tanks and other associated equipment which comprises the complete HVAC/ATC system of the Headquarters Complex.
 10. The Contractor shall be responsible for routine cleaning and servicing of the explosion relief vents in the test Laboratory.
- e. The listing of maintenance tasks and procedures to be performed is not intended to be all inclusive. Rather, it is intended to be representative of the scope of maintenance service to be provided. Omission of the description of specific tasks or of identification of specific equipment or system components does not relieve the Contractor of the responsibility for maintenance of any part of the HVAC/ATC systems and all associated operating, distributing and controlling equipment, devices or components of MDA Headquarters Complex.

9. EMERGENCY MAINTENANCE

- a. Emergency maintenance is defined as unscheduled work that requires immediate action to restore equipment or system operations or to correct mechanical problems that may cause imminent interruption of operations or damage to operating equipment.
- b. In the event of equipment failure, or imminent failure of equipment damage, on-site response by a qualified maintenance mechanic shall be made within two (2) hours after the Contractor has been given notification of the emergency situation. Failure to respond within two hours, the State reserve the right to hire and retain an alternate contractor and any costs that the state will incur by paying the alternate contractor for emergency repairs shall be withheld from the contractor's preventive maintenance payments. Service response shall be sufficient to restore operation of the system at no additional cost to the State. If temporary measures

are taken to restore operation, then permanent repair service shall be completed within five (5) working days.

- c. Under no circumstances shall equipment failure that results in loss of essential service exceed three (3) regular work days. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period. The Contractor will be considered in default, giving sufficient justification to the State to take any action necessary to restore service.
- d. Emergency maintenance service shall be available twenty-four hours of the day, every day and week of the year throughout the contract term.
- e. Failure of the Contractor to provide Emergency Service within the stated time frames may be cause to consider the Contractor in default of the contract by the Procurement Officer.
- f. Repair and replacement parts for Emergencies chargeable to the State will be invoiced at part(s) cost plus time and one half of mechanics hourly rate for purchase thereof. The State reserves the right to selectively audit the Contractor's invoices in order to verify the cost price for said parts. The Contractor must purchase parts from the least costly source. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation. Repairs necessary under Emergency Maintenance shall be paid as follows; Contractor pays for all labor up to \$800.00 per incident. The Contractor will bill for all labor in excess of \$800.00 per incident based on the hourly rates in the contract. The State will pay all parts expense and freight (except those defined under preventive maintenance and minor repair).

10. SERVICE REPORTS:

- a. The Contractor shall submit reports to the MDA maintenance supervisor for each visit to the site, whether for routine preventive, repair or emergency maintenance service. The service reports shall be prepared in sufficient detail and description to identify the date, equipment location and specific work performed. The MDA maintenance supervisor will review the work with the service personnel and sign the service report to acknowledge satisfactory completion of the work as described.
- b. HVAC/ATC systems components, such as thermostats, control valves, damper and valve motors, dampers, air compressors, pressure regulators, outdoor controllers, master and submaster controllers, ductstats, freezestats, firestats, pumps, filters, etc. shall be tagged each time that they are inspected and serviced. Tags shall include the service date and the name of the mechanic who performed the inspection and service. Stick-on or tie-on tags are generally acceptable except

in finished office areas where stick-on tags shall be used only and shall be placed inside the cover of thermostats or other visible controls.

11. PARTS AND MATERIALS:

Unless otherwise directed, the Contractor shall furnish and install all parts (those paid by the State and those paid by the Contractor) for Preventive Maintenance, Minor Repair and Emergency Repairs in accordance with the specifications herein. Use of the term *Aparts®* is intended to imply the smallest part which effectively and completely accomplishes needed repair. In cases where the overall cost or critical time frame may be served by replacing a large part, Maintenance Supervisor shall exercise his right to decide on the desired approach. Contractor shall have written authorization from the Maintenance Supervisor or designee. A copy of the manufacturer's invoice to the Contractor shall be submitted with invoice for payment. The Contractor shall provide replacement parts from the original manufacturers or substitute parts approved by the original manufacturers. The State shall pay all parts expense, except those required for the preventive maintenance services and minor repair, at Contractor's cost plus time and one half of mechanics hourly rate for purchase thereof. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoices shall contain the necessary breakdown of costs with back up documentation.

The Contractor will be allowed time for their technicians to thoroughly evaluate all of the equipment. It should be assumed that all equipment is in proper operating condition according to manufacturer's standards. The Contractor will be required to certify his acceptance of the equipment within 30 days after contract start date and will not be allowed to claim any pre-existing conditions requiring repairs after certification.

12. Minor repairs are within the scope of services to be provided under the contract and defined as: Parts cost up to \$400/incident. The Contractor will be responsible to cover the cost of labor up to \$400.00/incident. The State will reimburse the Contractor for labor in excess of \$400.00/incident based on the hourly rates of the contract, for minor repairs.

When performing minor repairs, the Contractor shall replace all parts necessary to restore equipment to complete operational service. Repair and replacement parts charged to the State will be invoiced at part cost plus time and one half of mechanics hourly rate for purchase thereof. The State reserves the right to selectively audit the Contractor's invoices in order to verify the cost price for said parts. The Contractor must purchase parts from the least costly source. Contractors will not be paid for any parts that are identified to be marked up. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation.

13. MAJOR REPAIR:

A major repair is defined as any scheduled repair that requires shut down of equipment to make the repair or involves replacement of parts. The Contractor will be responsible to cover the cost of labor up to \$800.00/incident. The State will reimburse the Contractor for labor in excess of \$800.00/incident based on the hourly rates on the contract, for major repairs. The State will pay all parts expense and freight (except those defined under preventive maintenance and minor repair).

The State reserves the right to seek competitive bids for all major overhauls and repairs as may be required during the term of the contract. The Contractor awarded the preventive maintenance contract as a result of this solicitation shall work cooperatively with any other Contractor the State may have to perform any major repairs.

Major Repairs may be excluded from the scope of the Contract at the discretion of the agency. However, the agency may direct the Contractor to perform a major repair and the Contractor will be bound to the hourly rates on the contract. Freight charges will be billed direct to the State and the State shall reimburse the Contractor for the full amount of the freight expense. The invoice shall contain the necessary breakdown of costs with back up documentation. The State will pay all parts expense and freight.

14. PAYMENT TO THE CONTRACTOR:

At the end of each calendar month, the Contractor shall render to the Contract Administrator, his invoice in triplicate for work performed that month. Each submission shall include certification that all scheduled preventive maintenance for the month invoiced has been met. Invoices that are submitted without attached back-up for parts or labor will be considered improper by DGS. The Contractor's Federal Tax Identification Number or Social Security Number must appear on the front of the invoice. Contractors will not receive payment for any work or compensable parts without **"prior written approval"** from Maintenance Supervisor or his designee. All invoices shall be addressed as follows:

Maryland Department of Agriculture
Central Services
50 Harry S Truman Parkway
Annapolis, Maryland 21401

15. LIABILITY:

The contractor shall not be held responsible for non-operation of said equipment by reason of fire, flood, acts of civil or military authorities, or by insurrection, or riot.

16. BASIS FOR TERMINATION OF CONTRACT:

The following items indicate reasons that may be used to terminate this contract by the State. The list is not all inclusive.

- A. Failure to provide specified level of preventive maintenance.
- B. Failure to provide new parts unless approved by the Superintendent/Designee.
- C. Failure to notify the State of changes in assigned employees or job supervisor.
- D. Failure to respond to emergency calls.
- E. Failure of personnel to follow work reporting requirements.

EQUIPMENT LIST:

17. ACCEPTANCE:

The Contractor will be allowed time for their technicians to thoroughly evaluate all of the equipment. It should be assumed that all equipment is in proper operating condition according to manufacturer's standards. The Contractor will be required to certify his acceptance of the equipment within 30 days after contract start date and will not be allowed to claim any pre-existing conditions requiring repairs after certification.

Note: CURRENTLY, THERE ARE NO SERVICE REPORTS FOR THIS EQUIPMENT. A DATE WILL BE SCHEDULED FOR BIDDERS TO ASSESS THE CONDITION OF THE EQUIPMENT

I. EQUIPMENT COMPONENTS OF THE HVAC/ATC SYSTEM

- 1 H.B. Smith boiler, power flame burner, Model #C-2G20AHB5-8
- 1 York rooftop air conditioning unit, Model #D2SC480A46EEA
- 2 York rooftop air conditioning unit, Model #D1SC360A46EEB
- 1 Trane air handling unit, Model #TWE180B
- 1 Trane condenser unit, Model #TTA240B
- 1 Trane gas duct furnace, Model #GDND030
- 1 Trane fan. Model #FNQA180
- 1 Nordic humidifier, Model #NHMC020
- 6 Taco circulating pump, Model #SD300-1-15
- 1 Air compressor, ATC, Model #MD4466PV
- 1 Dayton exhaust fan, Model #4C659
- 3 Dayton electric heater, Model #3E081A
- 2 Sterling hot water space heater, Model #H80-312B
- 1 Sterling cabinet heater, Model #CUH 125
- 1 Sterling cabinet heater, Model #CUH 100
- 2 Powerline exhaust fan, Model #105DRE72
- 1 Powerline exhaust fan, Model #90DRE8X
- 1 Robertshaw auto louvers
- 1 Lochinvar gas hot water heater, Model #CAN 361-075
- 1 Lochinvar electric hot water heater, Model #ETX-082KK

II. LOCATION: LAB

- 1 Bryant gas-fired boiler, Model #2469
- 2 Circulating pump, 1.5hp, Model #BE145TTDR762CBW
- 2 Circulating pump, 5hp, 1740rpm, 200v, 3ph, Model #FR184TC
- 1 York Air Cooled Liquid Chiller, Model #YCALOO70
- 2 Carrier air handling unit, electric heat only, Model #46AC040264-2
- 3 Space heater, hot water, Model #1134-1C8
- 1 Marlo air handling 9 unit, Model #C1H446
- 1 Marlo air handling unit, Model #CFR-3
- 2 Loren Cook. exhaust fan, Model #18UR5B
- 1 Mario rooftop fan coil unit, Model #50-115
- 1 Temptrol rooftop, Model WF-RDH11
- 3 Temptrol rooftop, Model WF-RDH5
- 7 Greenheck rooftop exhaust fan, Model #UCBEI04
- 1 Carrier Fan Coil Unit, Model # FB4AN060
- 2 Greenheck rooftop exhaust fan, Model #CEBDGE
- 1 Carrier Split System. 10 SEER, Model 38CKC
- 1 Greenheck rooftop exhaust fan. Model #UCBE-1815
- 2 Greenheck rooftop exhaust fan, Model #UCBE-1810
- 1 Greenheck rooftop exhaust fan, Model #UCBE-247
- 1 Worthington Type-C compressor and vacuum pump, Model #5CV8
- 1 Speedaire horizontal air compressor, Model #3Z493
- 1 Greenheck inline fan, Model #BCF-107-5
- 2 Trane electric baseboard heater, Model # BH-1.2
- 1 Magic Aire fan coil unit, Model #36-BHW-6
- 1 Honeywell compressor ATC
- 1 Vanguard electric hot water heater, Model #6E722
- 1 H. D. Smith electric hot water heater, Model #KEN52

III. LOCATION: Motor Pool and Greenhouse

- 6 Reznor gas fired heater, Model #XL125-3
- 1 Double Reznor gas fired heater
- 3 Power Line exhaust fan. Model #S18DV7B
- 1 Dayton electric heater, Model #3E081A
- 1 Vulcraft electric hot water heater, Model #52-13.5IC
- 1 McQuay wall unit, air conditioner and heater, 29005890

18. CONTRACTOR'S INSURANCE

The Contractor must furnish and keep in effect during the term of this contract the following:

Certificate of Liability Insurance - General liability insurance in the amount of \$1,000,000 per occurrence \$2,000,000 aggregate, including but not limited to Personal

Injury Liability Coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, liable, slander or other tortuous conduct caused by any acts of the Contractor's employees.

On the Certificate of Liability, the **"DESCRIPTION OF OPERATIONS"** shall read as follows:

"HVAC MAINTENANCE @ THE DEPARTMENT OF AGRICULTURE, ANNAPOLIS MARYLAND. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED".

The certificate holder shall read as follows:

Department of General Services
Room M-3
301 West Preston Street
Baltimore, MD. 21201

Workmen's Compensation Insurance - as is required by the Laws of the State of Maryland.

Motor Vehicle Liability Insurance - with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each occurrence.

The Contractor shall indemnify and save harmless and defend the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any Sub Contractor or their employees, agents or representatives.

The Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is cancelled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

Note:

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted by fax or electronically to the Procurement Officer within five (5) days of the request.

19. FIDELITY BOND

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later than time of award.

20. SMALL BUSINESS PREFERENCE:

This procurement has been designated for a small business preference under COMAR 21.11.01.05. The procurement agency will accept the most favorable responsive bid from a responsible small business (COMAR 21.01.02.01B(80)) if the bid of the small business does not exceed the most favorable responsive bid received from a responsible bidder who is not a small business by: (1) more than 5 percent; (2) more than 7% for a veteran-owned small business; (3) more than 8% for a disabled-veteran-owned small business; or (4) the percentage otherwise identified in the solicitation as the small business preference.

21. SMALL BUSINESS RESERVE (SBR)

This is a Small Business Preference Procurement for which award shall be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article §§14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

The Contractor will be required to show evidence that it is a Certified Small Business Reserve. Should the Contractor require an On-site Audit Review he/she may make the request directly to:

Mr. William Villanueva at william.villanueva@maryland.gov
with a copy to Ms. Felicia Tate-William via email at felicia.tate-william@maryland.gov

William Villanueva
Felicia Tate-William
Department of General Services
SBR Administrative Review
Office of Business Services

22. LIVING WAGE NEW LANGUAGE as of May 2014

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and subcontractors are subject to the Living Wage Law and shall pay each covered employee at least **\$13.91** per hour.

When State contract services valued at 50% or more of the total value are performed in the Tier 2 Area a Bidder shall pay each covered employee at least **\$9.91** per hour.

This contract is deemed a **Tier 1 contract**. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the DHR CCDSS or the State of Maryland once the contract has commenced.

ADD: Living Wage

Effective, at midnight on September 26, 2014, Living Wage rates are **\$13.39** per hour in Tier 1 areas and **\$10.06** in Tier 2 areas, depending on the location where the services are performed or on the location benefiting from the work. The rates change each year and are published 90 days from the end of the State fiscal year. Please view the link below for details:

<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

23. HOURLY RATE

Each bidder must provide; the hourly billing rates for each class of employee that will be used in the **performance** of each type of work of this contract. Such rates will be used in computing additions to or deductions from the monthly payment to the Contractor for any changes to the specified duties and services, all indirect expense, and Contractor overhead and profit for both regular time and overtime.

24. **BASIS OF AWARD**

This contract will be awarded to the responsible bidder submitting the lowest responsive and responsible base bid for the three (3) year term of the contract.

The Blanket Purchase Order (BPO) issued as a result of the invitation to bid (ITB) and any subsequent amendments, modifications or options issued relevant to the ITB or BPO, shall comply with all of the terms, conditions and specifications issued with the ITB and are incorporated in and made part of the BPO.

25. **BASE BID**

eMarylandMarketplace Line 001 – Base Bid

The Base Bid shall include the total cost for the Contractor to furnish all labor, materials, equipment, supervision, transportation, insurance and permits necessary to provide full service preventive, routine maintenance and repair service and emergency service to the HVAC/ATC mechanical system, including all of its operating, distributing and controlling components, parts under \$400.00 for minor repairs, plus the cost for labor and part(s) up to \$800.00 per incident for Major and Emergency Maintenance Services in accordance with the terms, conditions, and contract provisions as specified herein Section C-Detailed Specifications for the Department of Agriculture for the forty-two months (42) term of the contract beginning January 1, 2015 through June 30, 2018.

26. **HOURLY BILLING RATE:**

eMarylandMarketplace Line 002 – Hourly Billing Rate for Certified Mechanic for Regular Billing Rate.

eMarylandMarketplace Line 003 – Hourly Billing Rate for Certified Mechanic Helper for Regular Billing Rate.

eMarylandMarketplace Line 004 – Hourly Billing Rate for Certified Mechanic for Overtime Billing Rate.

eMarylandMarketplace Line 005 – Hourly Billing Rate for Certified Mechanic Helper for Overtime Billing Rate.

Each Bidder must provide on eMarylandMarketplace as indicated, the regular hourly billing rate and overtime hourly billing rate for the licensed mechanic and a mechanic helper to be used in the performance of each type of work under this contract. Such rate(s) will be used in computing additions to payment to the Contractor for any Major Repair as directed; and deductions, if necessary for non-performance. The State's representative may specify whether a helper is needed with the mechanic.

NOTE:

Failure of the Contractor to bid all line items shall result in the bid being declared a non-responsive bid, and the bid will be rejected from consideration.